

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

Bankruptcy No.: 18-12388-mdc

MICHELLE C. WASHINGTON,
Debtor

Chapter 13

ARDENT FEDERAL CREDIT UNION
f/k/a Sb1 FEDERAL CREDIT UNION
1500 Spring Garden St, Ste 500
Philadelphia, PA 19130

Movant

vs.

MICHELLE C. WASHINGTON
3845 Plumstead Avenue
Drexel Hill, PA 19026
and
William C. Miller, Esquire
Trustee
P.O. Box 1229
Philadelphia, PA 19105
and
Office of U.S. Trustee
200 Chestnut Street, Suite 502
Philadelphia, PA 19106

Respondents

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MOTION FOR MODIFICATION AND RELIEF FROM STAY IN
ACCORDANCE WITH SECTION 362(d)(1) OF THE BANKRUPTCY CODE
AND RIGHT TO PROCEED FOR SALE AND POSSESSION

TO THE HONORABLE, MAGDELINE D. COLEMAN, BANKRUPTCY JUDGE:

The Motion and request of Movant respectfully represents:

1. Movant is Ardent Federal Credit Union f/k/a Sb1 Federal
Credit Union.

2. Movant is a secured creditor of the debtor above named and a party in interest in the above referenced proceedings. Michelle C. Washington is a party to this proceeding under 11 U.S.C. Section 1301.

3. The Bankruptcy Court has jurisdiction over this matter in accordance with 28 U.S.C. Section 1334.

4. On September 15, 2015, Michelle C. Washington executed and delivered an hereinafter described a mortgage to Sbl Federal Credit Union n/k/a Ardent Federal Credit Union, which mortgage was recorded in the Recorder of Deeds office in and for the County of Delaware, on October 5, 2015, in Book 5712, Page 2384 as Instrument No. 2015053900. Attached hereto and made a part hereof as Exhibit "A" is a true and correct copy of the Mortgage.

5. The premises subject to said mortgage is 7421 Rogers Avenue, Upper Darby, PA 19082, and is more fully described in a real property description which is attached hereto and incorporated herein as though more fully set forth at length, as Exhibit "B".

6. The mortgage is in default by reason of the bi-weekly installments of principal, interest and escrow due on April 15, 2020 and due bi-weekly thereafter are still due and owing and have not been paid, and by the terms of the said mortgage, upon failure to make such payment when due, and after compliance with the notice requirement of Act 6, the whole of the principal balance and all interest due thereon, together with late charges and other

recoverable reasonable and actually incurred sums, including attorney's fees, are now due and payable.

7. Michelle C. Washington filed the underlying petition, 18-12388, on April 10, 2018. As per the requirements of the Bankruptcy Code, upon filing, an Automatic Stay came into effect.

8. Movant believes and therefore avers that said Debtor is currently eight (8) months delinquent on the bi-weekly mortgage payments outside the Plan to Movant, since the filing of the Petition on April 10, 2018.

9. The Movant is entitled to relief from the operation of the stay and to pursue State execution remedies, including, but not limited to, foreclosure and sheriff's sale for cause as its interest in the property is not adequately protected under Section 362(d)(1) of the Bankruptcy Code.

10. In order to protect its interest in the property, the mortgagee has or may have to pay, from its own funds, real estate taxes and insurances.

WHEREFORE, Movant respectfully requests and prays that after such notice of hearing upon this request as the Court deems appropriate the Court grant relief and modification of the automatic stay by terminating or modifying said stay with respect to its effect on Movant's proceeding with state court remedies including, but not limited to, foreclosure and sheriff's sale on the premises as set forth above and to modify or dismiss Debtor's

Chapter 13 Bankruptcy Petition with prejudice, permitting said foreclosure and sheriff's sale.

Respectfully submitted,

WILSON LAW FIRM

BY: 

ROBERT J. WILSON, ESQ.
Attorney for Movant